

Panaji, 25th November, 1982 (Agrahayana 4, 1904)

SERIES II No. 35

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

Department of Personnel and Administrative Reforms

Secretariat Administration and Coordination Division

Order

No. 17/10/81-SA&amp;C

Shri A. K. Bhatnagar, Technical Assistant, Office of the Chief Engineer, Irrigation Department, Panaji, is appointed on deputation as Liaison-Officer-cum-Assistant Engineer

(Group 'B' Gazetted post; Pay Scale Rs. 650-1200) in the Office of the Special Commissioner, New Delhi.

His appointment will be governed by the standard terms of deputation as laid down in the Government of India, Ministry of Finance O. M. No. F.1(11)-E.III(B)/75 dated 7-11-1975 as amended from time to time.

The period of deputation of Shri Bhatnagar, shall be initially for a period of one year from the date of his joining the post.

By order and in the name of the Administrator of Goa, Daman and Diu.

R. I. Jai Prakash, Joint Secretary.

Panaji, 17th November, 1982.

### Revenue Department

Notification

No. 22/128/82-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for Company viz. for setting up an Ancillary Industrial Estate at Tuem, Pernem.

And Whereas in the opinion of the Government the provisions of sub-section (1) of Section 17 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") are applicable.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

The Government is pleased to direct under sub-section (4) of Section 17 of the said Act that the provisions of Section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon

without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Dy. Collector (Land Acquisition Officer), Panaji, to perform the functions of a Collector under the said Act, in respect of the said Land Acquisition Rules, 1963.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.
2. The Dy. Collector (Land Acquisition Officer), Panaji.
3. The Chief Executive Officer, Goa, Daman and Diu Industrial Development Corporation, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (Land Acquisition Officer), Panaji from the date of publication of this Notification in the Official Gazette.

### SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Pernem	Tuem	48	—	H: Government. T: Namdev S. Harmalkar.	41000.00
			52	1/Part	H: Gopal Sagun Naik. Tukaram B. Harmalkar.	275.00

1	2	3	4	5	6	7
Pernem	Tuem	52	2/Part	H: Yeshwant Sakharam Naik. T: Tukaram B. Harmalkar.		400.00
			3 "	H: Yeshwant S. Naik. Rama Nilu Naik. Pandurang S. Polaji. Bhagwant R. Naik. T: Tukaram B. Harmalkar.		525.00
			4 "	H: Sadu Raghoba Naik. T: Tukaram B. Harmalkar.		775.00
			5 "	H: Yeshwant V. Naik. Arjun S. Naik. Apa Shankar Naik. Babu Daji Naik. Krishna B. Naik.		850.00
			6 "	H: Sogun B. Harmalkar. Tukaram B. Harmalkar. Bhagwan Bhikaji Harmalkar.		1775.00
			7 "	H: Nakul Hari Naik. Hari Nhanu Naik. Surya Rama Naik. T: Tukaram B. Harmalkar.		1600.00
			8 "	H: Rajaram Raghu Naik. Vassu G. Naik. Namdev S. Naik. Shriram S. Naik. Vithu S. Naik. T: Vithu S. Naik.		1975.00
			9 "	H: Keshav B. Naik. Vasant A. Naik. Gopi K. Naik. Ankush Ladu Naik. T: Tukaram B. Harmalkar.		5100.00
			10 "	H: Popat Rama Pednekar. Satu N. Naik. Gajanan Shankar Naik. Gangaram A. Naik T: Tukaram B. Harmalkar.		5150.00
			11 "	H: Gangaram A. Naik. Gajanan S. Naik. Satu Narayan Naik. Popat R. Pednekar. T: Tukaram B. Harmalkar.		3600.00
		52	12 "	H: Ankush Ladu Naik. Gopi K. Naik. Vasant A. Naik. Keshav B. Naik. T: Tukaram B. Harmalkar.		3450.00
			13 "	H: Vithu Sajo Naik. Shriram S. Naik. Namdev S. Naik. Govind A. Naik. Vasu R. Naik. Rajaram R. Naik. T: Tukaram B. Harmalkar.		2600.00
			14 "	H: Sagun B. Harmalkar. Tukaram B. Harmalkar. Bhagwan Bhikaji Harmalkar. T: Tukaram B. Harmalkar.		2250.00
			15 "	H: Surya R. Naik. Hari N. Naik. Nakul H. Naik. T: Tukaram B. Harmalkar.		3175.00
			16	H: Sagun B. Harmalkar. Tukaram B. Harmalkar. Bhagwan B. Harmalkar. T: Tukaram B. Harmalkar.		4750.00
			17	H: Gopal Sagun Naik. T: Tukaram B. Harmalkar.		2550.00
			18	H: Yeshwant S. Naik. T: Tukaram B. Harmalkar.		1650.00
			19	H: Yeshwant S. Naik. Manguesh K. Dangi. Nakul M. Naik. Rama N. Naik. T: Tukaram B. Harmalkar.		1750.00
			20	H: Sadu Raghoba Naik. T: Tukaram B. Harmalkar.		1400.00
			21	H: Yeshwant Vasu Naik. Arjun S. Naik. Apa Ahankar Naik. Babu S. Naik. Krishna B. Naik. T: Tukaram B. Harmalkar.		2100.00

1	2	3	4	5	6	7
	Pernem	Tuam	52	22	H: Gangaram A. Naik. Gajanan S. Naik. Satu N. Naik. Popat Rama Pednekar. T: Tukaram B. Harmalkar.	2250.00
				23	H: Ankush L. Naik. Gopi K. Naik. Vasant A. Naik. Keshav Babaji Naik. T: Tukaram B. Harmalkar.	1750.00
				24	H: Keshav Babaji Naik. T: Tukaram B. Harmalkar.	1100.00
				25	H: Vithu S. Naik. Sriram S. Naik. Namdev Sitaram Naik. Govind A. Naik. Vasu R. Naik. T: Tukaram B. Harmalkar.	3250.00
				26	H: Nakul Hari Naik. Hari N. Naik. Surya R. Naik. Bhada Hari Naik. T: Tukaram B. Harmalkar.	8800.00
			53/Part		H: Government. L: Chandrakant S. Nagvekar.	51400.00
		62	45	"	H: Vitho Saji Naik. Sawalo N. Naik. Uttam P. Naik. Keshav V. Naik. Bala A. Naik. Nakul M. Naik. Sadu K. Naik. Yeshwant V. Naik. Vaman M. Naik. Apa S. Naik. Arjun S. Naik. Babu D. Naik. Mangesh K. Dangi.	2500.00
			63	"	H: Government. L: Mukund Fati Naik. Yeshwant Fati Naik. Satyawan Fati Naik. Radhabai Fati Naik.	40900.00
					Boundaries: North: Survey No. 47 and road. South: Survey No. 62, 67, 66, 47. East: Survey No. 47, Survey No. 54/23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 & road and Survey No. 62, Survey No. 53. West: Road, Survey No. 49, Survey No. 52/1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, Survey No. 64.	
					Total .....	201250.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 17th November, 1982.

#### Notification

No. 22/48/82-RD

Whereas by Government Notification No. 22/48/82-RD dated 14-6-1982 published on page 137 of Series II, No. 12 of the Official Gazette, dated 21-6-1982 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public viz. Construction of Rural Road in Koliwad at Bhimpore in Bhimpore Group Gram Panchayat.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A

of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Dy. Collector, Daman, Daman to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Collector of Daman, Daman till the award is made under Section 11.

**SCHEDULE**  
(Description of the said land)

Sr. No	Taluka	Village	Plot No./Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
1.	Daman	Bhimpore	30 of Gauthan No. 5 of PTS/1	Shri Ramanbhai Bhagwanji Patel.	25.00
2.	Daman	Bhimpore	22	Shri Soma Sukar Patel.	31.00
3.	Daman	Bhimpore	29	Shri Raman Paria. Shri Kalidas Fakir.	253.00
4.	Daman	Bhimpore	41	Shri Lallubhai Madhu Patel.	4.00
5.	Daman	Bhimpore	32 of Gauthan No. 5 of PTS/1	Shri Mitha Sukar.	83.00
6.	Daman	Bhimpore	5/6	Shri Nanjibhai Dakyabhai.	72.00
7.	Daman	Bhimpore	298/2	Shri Pemabhai Nanabhai.	18.00
Total .....					486.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Revenue-I).

Panaji, 18th November, 1982.

Notification

No. RD/LQN/280/79

Whereas by Government Notification No. RD/LQN/280/79 dated 30-11-79 published on page 428-429 of Series II, No. 38 of the Official Gazette, dated 20-12-79 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Land Acquisition for Salaulm Irrigation Project, Distributory D1, Chaifi Village (Part IV), Cotonbi Branch.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A

of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Sanguem to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Special Land Acquisition Officer, Sanguem, till the award is made under Section 11.

**SCHEDULE**  
(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Quepem	Chaifi	7	1	H: 1. Shri Shashikant Raghunath Gauns Dessai. 2. Shri Ramchandra Shaba Gauns Dessai. 3. Shri Nilu Shaba Gauns Dessai. 4. Shri Pandurang Shaba Gauns Dessai.	1425.00
			— do —	2	1. Smt. Rosa Maria Fernandes. 2. Shri Luis Caraciolo Fernandes.	1075.00
			— do —	4	H: Vitorino Fernandes.	500.00
			— do —	6	H: 1. Shri Shashikant Raghunath Gauns Dessai. 2. Shri Ramchandra Shamba Gauns Dessai. 3. Shri Nilu Shamba Gauns Dessai. 4. Shri Pandurang Uttam Gauns Dessai.	2375.00
			13	8	H: 1. Shri Krishna Narayan Gaonkar. 2. Shri Shamba Butto Gaonkar. 3. Shri Datta Butto Gaonkar. 4. Shri Vithal Chandru Gaonkar. 5. Shri Sukdo Pandu Gaonkar. 6. Shri Babaya Pandu Gaonkar. 7. Shri Shankar Pandu Gaonkar. 8. Shri Babusso Pandu Gaonkar. 9. Shri Arjuna Pandu Gaonkar. 10. Shri Vinayak Satu Gaonkar. 11. Shri Uttam Satu Gaonkar. 12. Shri Hari Satu Gaonkar. 13. Shri Rohidas Kashi Gaonkar.	210.00

1	2	3	4	5	6	7
Quepem	Chaifi	8	1	H:	Shri Vitorino Fernandes.	2500.00
		9	1	H:	Shri Dinu Hari Gauns Dessai	50.00
		— do —	2	H:	Shri Domingo Mendes.	
				1.	Shri Krishna Narayan Gaonkar.	275.00
				2.	Shri Shamba Butto Gaonkar.	
				3.	Shri Datta Bhutto Gaonkar.	
				4.	Shri Vinayak Satu Gaonkar.	
				5.	Shri Hari Satu Gaonkar.	
				6.	Shri Uttam Satu Gaonkar.	
				7.	Shri Rohidas Kashi Gaonkar.	
				8.	Shri Sukdo Pandu Gaonkar.	
				9.	Shri Babaya Pandu Gaonkar.	
				10.	Shri Shankar Pandu Gaonkar.	
				11.	Shri Babusso Pandu Gaonkar.	
				12.	Shri Arjun Pandu Gaonkar.	
				13.	Shri Vithal Chandru Gaonkar.	
		— do —	3	H:	1. Shri Ramchandra Gauns Dessai.	525.00
				2.	Shri Nilu Shaba Gauns Dessai.	
				T:	Shri Ganesh Krishna Naik.	
		— do —	4	H:	1. Shri Ramchandra Gauns Dessai.	125.00
				2.	Shri Nilu Shaba Gauns Dessai.	
				T:	Smt. Mariana Lacerda.	
		— do —	5	H:	1. Shri Ramchandra Gauns Dessai.	125.00
				2.	Shri Nilu Shaba Gauns Dessai.	
				T:	Smt. Filomena Lacorda.	
		— do —	6	H:	1. Shri Ramchandra Gauns Dessai.	75.00
				2.	Shri Nilu Shaba Gauns Dessai.	
				T:	Smt. Mariana Lacorda.	
		— do —	7	H:	1. Shri Ramchandra Gauns Dessai.	75.00
				2.	Shri Nilu Shaba Gauns Dessai.	
				T:	Smt. Filomena Lacorda.	
		— do —	8	H:	1. Shri Ramchandra Gauns Dessai.	30.00
				2.	Shri Ramchandra Gauns Dessai.	
				T:	Smt. Filomena Lacorda.	
		— do —	9	H:	1. Shri Ramchandra Gauns Dessai.	30.00
				2.	Shri Nilu Bablo Gauns Dessai.	
				T:	Smt. Mariana Lacorda.	
		— do —	10	H:	1. Shri Ramchandra Gauns Dessai.	125.00
				2.	Shri Nilu Shaba Gauns Dessai.	
				T:	Smt. Mariana Lacorda.	
		5	1	H:	1. Smt. Abolem Babusso Gauns Dessai.	1000.00
				2.	Shri Shamba Krishna Gauns Dessai.	
				3.	Shri Hari Gauns Dessai.	
				4.	Shri Nilu Shaba Gauns Dessai.	
				5.	Smt. Durga Dharma Gauns Dessai.	
		— do —	2	H:	Shri Domingo Fernandes.	425.00
		— do —	3	H:	Smt. Maria Cruziment Gracias.	300.00
		— do —	4	H:	Shri Domingo Fernandes.	825.00
		— do —	5	H:	1. Shri Domingo Fernandes.	365.00
				2.	Smt. Maria Cruziment Gracias	
				T:	Smt. Vitorina Menezes.	
		— do —	6	H:	1. Shri Domingo Fernandes.	275.00
				2.	Smt. Maria Cruziment Gracias.	
		— do —	7	H:	Shri Domingo Fernandes.	175.00
		— do —	8	H:	1. Shri Domingo Fernandes.	65.00
				2.	Shri Joaquim M. Fernandes.	
		— do —	9	H:	Shri Domingo Fernandes.	205.00
				T:	Shri Vitorina Menezes.	
		— do —	10	H:	Smt. Maria Cruziment Gracias.	75.00
		4	4	H:	1. Smt. Durga Dharma Gauns Dessai.	1190.00
				2.	Shri Shamba Krishna Gauns Dessai.	
				3.	Smt. Maria Fernandes.	
				T:	1. Shri Domingo Lima.	
				2.	Shri Antonio Fernandes.	
		— do —	5	H:	1. Shri Shamba Krishna Gauns Dessai.	235.00
				2.	Smt. Durga Dharma Gauns Dessai.	
				3.	Smt. Maria Fernandes.	
				T:	1. Shri Antonio Fernandes.	
				2.	Shri Domingo Lima.	
		— do —	9	H:	Smt. Abolem Babusso Ganus Dessai.	150.00
		— do —	10	H:	Shri Dinu Hari Gauns Dessai.	65.00
				T:	Shri Domingo Mendes.	

1	2	3	4	5	6	7
Quepem	Chaifi	4	11	H:	Shri Dinu Hari Gauns Dessai.	230.00
				T:	Shri Minguel Fernandes.	
		— do —	12	H:	Shri Dinu Hari Gauns Dessai.	100.00
				T:	Shri Domingo Mendes.	
		— do —	13	H:	1. Smt. Abolein Babusso Gauns Dessai.	1.00
					2. Shri Shamba Krishna Gauns Dessai.	
					3. Shri Dinu Hari Gauns Dessai.	
					4. Shri Nilu Hari Gauns Dessai.	
					5. Smt. Durga Dharma Gauns Dessai.	
		— do —	15	H:	Shri Nilu Shamba Gauns Dessai.	75.00
				T:	Shri Pascoal Fernandes.	
		— do —	17	H:	Shri Dinu Gauns Dessai.	20.00
				T:	Shri Minguel Fernandes.	
		— do —	18	H:	Smt. Durga Dharma Gauns Dessai.	500.00
		— do —	19	H:	1. Shri Dinu Hari Gauns Dessai.	175.00
					2. Smt. Marialina Fernandes.	
				T:	Shri Domingo Mendes.	
			22	H:	Smt. Durga Dharma Gauns Dessai.	50.00
				T:	Shri Domingo Lima.	
		4	23	H:	Shri Dinu Hari Gauns Dessai.	355.00
				T:	Shri Domingo Mendes.	
Total .....						16876.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

L. J. Menezes Pais, Under Secretary (Rev-I).

Panaji, 24th November, 1982.

### Industries and Labour Department

Order

No. 28/2/79-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947):

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 10th November, 1982.

### IN THE INDUSTRIAL TRIBUNAL GOA, DAMAN AND DIU, PANAJI-GOA

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Reference No. IT/23/76

1. Shri Sabaji Dattaram Naik — Workman/Party I  
V/s.

1. M/s. Harmal V.V.K.S.S. Society — Employer/Party II  
Workman/Party I represented by Adv. P. G. Kamat.  
Employer/Party II represented by Shri P. K. Lele,  
Labour Advisor.

Panaji, Dated: 1-11-1982.

### AWARD

The Government of Goa, Daman and Diu by its Order No. IRM/CON(76)/IT-14/76/1380 dated 8th September, 1976, has referred to this Tribunal for adjudication an industrial dispute between the above parties. The schedule annexed to the order of reference reads:

"Whether the action of the Management of M/s. Harmal V.V.K.S.S. Society, Harmal, Pernem (Goa), in terminating the services of Shri Sabaji Dattaram Naik, Harmal, Pernem (Goa) with effect from 1-6-1976, was legal and justified?

If not, what relief the workman is entitled to?"

2. The case of the workman, as per his statement of claim, is as follows:

Since the day of registration of the employer society the workman has been working for the said Society as a full time worker. On 15-7-1963, in appreciation of the services rendered by the workman to the Society, he was appointed as Secretary of the Society. On 28-8-1963, his salary was fixed in Rs. 50/- per month which was gradually increased, being Rs. 175/- from 28-10-1974 onwards. Shri Ganpat S. Parsenkar was elected Chairman of the Society at the end on January 1975; he was also the Chairman since 1967 till January, 1974; from February, 1974 to January, 1975, there was another Managing Committee with a new Chairman; the said Ganpat Parsenkar is a very influential person in the village Harmal, and is also the Chairman of the Managing Committee of the High School of the said village.

Around the year 1969, the Society started receiving a rebate of Rs. 1.50 per ton on the commodities of rice and wheat, which amount was increased to Rs. 2/- per ton in the year 1972. The workman asked Shri Parsenkar as to how the said amount of rebate was to be shown in the accounts of the Society. Parsenkar told him that it was not to be shown in the accounts but should be handed over to him, Parsenkar, for the expenditure of the High School. At that time, the workman was collecting, as per the instructions of Shri Parsenkar, from each card holder money from the customers for the purpose of meeting the school expenses and this money, alongwith the rebate, was handed over to Shri Parsenkar from time to time till January, 1974. When the new Managing Committee of this Society took over in February, 1974, the rebate, as per the instructions of the new Chairman, was credited in the Society's account. In the year 1975, Shri Parsenkar again took over as the Chairman of the Society. He asked the workman as to why he has not handed over the rebate amount to the school fund since February, 1974, to which the workman replied that the amount had been credited to the Society's fund, as per the instructions of the previous Chairman. Shri Parsenkar kept quiet and allowed the workman to continue crediting the amount to the Society's fund. Accordingly, for the entire period from February, 1975 till the date of termination of service of the workman, the rebate amount was credited to the Society's fund. Soon after the functioning of the New Committee, the Chairman told the workman that some of

the committee members wanted to know where the amount of rebate for the period from 1969 to 1974 was credited and when the workman told him that, as per his instructions, it was handed over to the school fund, the Chairman advised the workman not to give such explanation, as it would create complications and told him to admit of having not accounted the said money on his own. When the workman said to the Chairman that such a statement would put him into trouble, he told him not to get worried, that he, the Chairman, would protect his interest. In the General Body Meeting held on 15-2-1976, to the great surprise of the workman, a resolution was moved declaring no confidence on the workman and, without discussion, was put to vote and obtained 48 votes out of 109 members present. Soon after the meeting was over, the workman asked the Chairman as to why such resolution was moved against him in the annual G.B.M. and the Chairman told him that it was moved only with a view to pacify the Managing Committee members who were questioning him about the rebate amount for the period from 1968-74. He further told the workman that the said resolution was not intended to harm him and asked the workman to give a written explanation at the earliest as per the instruction he had given him before. On 21-2-1976, in the Managing Committee Meeting, the Chairman himself raised the issue of rebate and when the workman asked his permission to speak, he told him not to say anything and to give an undertaking in writing as per his earlier instructions. He also assured the workman that no action would be taken against him if he gave the said undertaking. The other committee members present at the Meeting kept quiet and this led the workman to believe that the Chairman had already discussed the matter with them and they must have agreed with the Chairman not to take any action against him, in case he gave the undertaking. The workman, therefore, gave the undertaking on the same day. After the meeting was over, the Chairman told him to record the minutes of the meeting and also the resolution to the effect that the services of the workman should be terminated by three months notice. Only at that time the workman realised that the Chairman had tricked him in obtaining a written undertaking. On 29-2-1976, the Chairman issued a notice terminating his services from 31-5-1976 for loss of confidence. However, the Chairman, in his letter to the Labour Commissioner's Office on 27-5-1976, besides loss of confidence, has also alleged that the workman had mischievously and deliberately recorded the minutes of the previous M.C.M. by putting false date; that, without sanction from the M.C., had purchased cotton pieces which could not be sold, thus causing loss to the Society and that the workman did not account for the rebate amount for the period of 5 years to the tune of Rs. 1,500/- and gained the benefit from this amount. These allegations were not mentioned in the termination letter, nor a charge sheet was issued to the workman to afford him an opportunity to meet the said charges. This action of the chairman goes against the principles of natural justice and fair play. It also amounts to victimization for having credited to the funds of the Society the said rebate amount prior to the re-election of the said Chairman and, by this way, deprived the latter of this amount to the school fund. It is submitted that the allegation of tampering with the records of the M.C.M. and spending money of the Society without sanction are after thoughts to pre-judice the mind of the Asstt. Labour Commissioner and other authorities. It is further submitted that, in the absence of an inquiry, the termination of the services of the workman is illegal, unjustified and mala fide. It is also a termination not by discharge simpliciter, but by way of punishment for the allegations made in the letter dated 25-7-1976 and, hence, it is prayed that the said termination be set aside and the workman reinstated with continuity of service and full back wages.

3. In the written statement of the employer society, it is submitted that Shri Parsenkar is a social worker of long standing and with relentless work has succeeded in establishing a High School in the village for the benefit of the students. The Society is running a fair price shop and sells food grains supplied by the Government. There is a contractor appointed to load the grains at the Govt. godown and unload them at the Society's Shop, but, in practice, the Secretary gets the grains unloaded by employing local labourers paid out of the funds of the society. These unloading charges are later partially reimbursed by the contractor and this is called rebate, which was paid by the contractor to the workman. Neither the present chairman nor the other members of the M.C. were aware of this rebate until their

re-election in 1975. At that time, it was noticed a credit entry dated 11-3-1974 made by the temporary Secretary, Shri Keni, during the period the workman was deputed for a three months' training from 19-12-1973. The workman in question admitted that rebates were paid from 1969 onwards which he had not credited to the Society but used for himself. He was several times orally directed to credit the amount to the society, but failed to do so. It is denied that Shri Parsenkar asked the workman not to show the rebate in the books of accounts of the Society and that, at his request, he paid it to Shri Parsenkar for the period 1969 to 1974, for the expenses of the High School. New M.C. took over in 1974 and and Shri G. Parsenkar took over as Chairman in 1975. The workman has credited only the following rebates: On 28-3-75 Rs. 50/-; on 31-5-75 Rs. 248/- (purporting to be for the period from 1-7-74 to 31-5-75); on 31-7-75 Rs. 59/- (purporting to be for the period ending June 1975); and on 15-5-76 Rs. 160/-. The Society is not aware if the credit covers the entire period from February 1975 to 31-5-1976. In the General Body Meeting a resolution of no confidence against the workman was moved by Shri Parsenkar and seconded by Shri Pundalik Gaude; only 38 members participated in the voting and all of them approved the resolution after due discussion. The discussion was particularly focussed on the following points:

- (i) The workman had failed to credit rebate from 1969 till 1973.
- (ii) On 31-1-75 the new Committee was installed. The Extension Officer (V.P./Co-op.) had signed the minute book of Meetings on 5-2-1975. But subsequently the workman has written on the minute book purporting that the meeting was held on 18-1-1975 of the Old Managing Committee. In this meeting he has written a resolution giving blanket sanctioning to the shortages in respect of Sugar, Rice, Wheat, Fertiliser, Coconut, etc.

In fact, as per audit report for 1974/75 the shortages were in excess than the normal shortages.

This act of the workman was in clear breach of trust and also fraudulent.

- (iii) The workman had purchased unsaleable cloth worth about Rs. 620-74 from local shop keeper without the resolution of the Managing Committee. This point was also criticised by the auditors in the audit report for 1974/75.

After the discussion 48 members who participated in voting approved the resolution and there was not a single vote against the resolution. The workman had kept quiet as he was guilty and had no face to say anything to the members.

The minutes of this meeting is recorded by the workman himself."

In the meeting of the M.C. held on 21-2-1976 the workman was again asked about the rebate amounts. He said that he had committed error by using the amount and volunteered to give a written undertaking offering to pay all the rebate amount in monthly instalments of Rs. 25/-. Accordingly, he gave that undertaking in the open meeting of the committee.

4. After pleadings were over, the workman brought to the notice of the Tribunal that the employer society had merged in the Pernem Taluka Farmers Service Co-operative Society Limited, Pernem and requested that it may be made a party to the proceedings. Heard the other party and also the Pernem Farmers Service Co-operative Society Limited, the request was granted and this last Society was made Party No. 2 in the proceedings in lieu of the previous Society.

5. The Tribunal did not frame any specific issues and evidence was led by the parties on the issues involved in the order of reference. On behalf of the second party, the Society, evidence was given by Shri Ganpat Parsenkar, Shri Prafula Borcar, and Shri Sripad Pai and, on behalf of the workman/Party I, evidence was given by Shri. Subhaji Naik (the workman), Shri Sitaram Naik and Shri Prabhakar Vaingunkar. Both the parties' representatives have filed their arguments in writing and also orally argued before me.

6. One of the contentions of the Ld. Rep. of the workman is that while in the letter terminating his services the ground alleged by the employer is loss of confidence, the termination in such circumstances amounting to a discharge simpliciter, this ground is changed by the employer in its letter

to the Labour Commissioner and maintained also in this Tribunal, wherein the following misconducts are attributed to the workman:

- i) Failure to credit rebate from 1969 till 1973;
- ii) Insertion in the minutes book of the minutes of the Meeting of the M.C. of the Society purported to be held on 18-1-1975, in which a resolution was passed giving blanket sanction to the shortages in respect of sugar, rice, wheat, fertilizer, coconut, etc; and
- iii) Purchase, without any resolution of the M.C., of unsaleable cloth worth about Rs. 620-74 from a local shop keeper.

None of the above charges, according to the workman's representative, has been proved by the Management of the Society and, therefore, the action taken is malafide and amounts to victimization.

7. From the Order of termination of Service (Exh. M-8) it is not seen whether the termination is by way of discharge simpliciter or by way of dismissal but the Ld. Rep. of the Management has made it clear in his oral arguments before me that it was not a discharge simpliciter but discharge by way of punishment because of the misconducts committed by the workman and contended that, although no domestic inquiry was held by the Management of the Society before imposing the said penalty, since it had led evidence before this Tribunal to prove the said misconducts, the Tribunal would have to go through the said evidence to see by itself whether the Management was or not justified in passing the said order.

8. On the other side, it is contended by the Ld. Rep. of the workman that since the termination of service of the workman is for misconduct, domestic inquiry under Section 39 of the Shops and Establishments Act, 1973, read with rule 23 of the rules made thereunder, is a must and since no such inquiry was held, the termination order could not be sustained. He has relied upon the Andhra Pradesh High Court Ruling in the case of B. Subhiah and Andhra Handloom Levers Co-op. Society Ltd. and others reported in 1 LLJ page 37. In this case, the workman was an employee of a Co-operative Society and because of some misconduct was subjected to a domestic inquiry and finally dismissed from services. The matter was referred to the Labour Court and the Labour Court agreed that the dismissal was valid and not open to any challenge. A writ petition was filed before the High Court and one of the contentions raised was that, before awarding punishment to the workman, the provision of rule 20(3) of the Andhra Pradesh Shops and Establishment which directs that the previous record if any of the workman be taken into consideration in awarding punishment under this rule was not complied with by the Management of this Society.

Appreciating this contention, the High Court held that the above provision of the Shops and Establishment Act is not a mere statutory provision but it is a statutory condition of service of the workman by which the employer is bound. When the society punishes its employee after holding an inquiry, it has got to take into account not only the gravity of the misconduct but his previous service record as well as the extenuating and aggravating circumstances, if any. This is the statutory right that rule 20(3) gives to the employer. It is not a procedural requirement but the right conferred on the employee. If this right is denied, the Labour Court is bound to come to the conclusion that the dismissal is unjustified. On this ground, the dismissal was set aside.

9. This High Court's decision, however, has no bearing in our case, because here, in the absence of a domestic inquiry as required by rule 23, the entire matter is before the Tribunal for appreciation and the Tribunal is empowered not only to set aside or maintain the order passed by the Society, but also to see whether the punishment imposed is proper or not. Being so, the non-compliance of the provision of rule 23 regarding the necessity of domestic inquiry would not affect at all the workman since the entire matter now is before the Tribunal for deciding on the basis of the evidence led by both the parties whether the termination is justified or not.

10. Let us see, therefore, as to whether, in view of the evidence led by the parties, the order passed by the society can be sustained.

As I stated above, the Society's evidence consists of the statements of Shri Gajanan Parsenkar, Shri Sripad Pai, Chairman and member of the M.C. resply. at the relevant time and of Shri Prafula Borcar, who was working as extension officer at Pernem Taluka and in this capacity has examined the account books of this society. The workman's evidence consists of his own statement, statement of Shri Sitaram Naik, Chairman of the society in the year 1974 and of Shri Prabhakar Valgunkar, one of the M.C. members during the Chairmanship of Shri S. N. Naik.

Shri Gajanan Parsenkar has stated that he was the Chairman of the Society from 1966-74 and from 1975 till its merger in 1976 or 1977. The workman was the Secretary of the Society from its inception in 1963. The workman was removed from services:

- i) Because he did not credit to the society the rebate amount of Hamali Charges he got from the contractor and this fact was noticed by the witness in 1975, when, while verifying the books, he saw that one Keni who was the temporary Secretary in the absence of the workman, who had gone for training, had credited such account. The witness questioned the workman and the latter admitted that the rebate was not credited at any time and offered to credit the same; and
- ii) Because, on 5-2-1975, the concerned officer of the B.D.O. visited the Society and endorsed the visit by writing on the minutes book of the Society in respect of the proceedings dated 28-12-74. On the next page the Secretary falsely wrote the minutes of the Meeting purported to be held on 18-1-1975 below which the then members of the committee have signed. This was written, according to the witness, after the date of endorsement made by the extension officer. In the meeting of 18-1-1975 all the illegalities and mistakes committed by the workman have been condoned and excused.

On 15-2-1976, in the General Body Meeting, the matter was discussed and a resolution passed expressing no confidence on the workman. After that resolution, the M.C., had its meeting in which the workman admitted, in the presence of the members of the committee, that he had some money of the Society and he would repay it on monthly instalments of Rs. 25/- Exh. M-1 is the document written by the workman and given to the committee, on 21-2-1976. When questioned, the workman credited the remaining amount of rebate on 3 occasions in 1975 and once in 1976. Regarding High School building, the witness has stated that he was the Chairman of the School committee and the building was completed in 1969. The expenses of the construction were met by the contributions and donations of the villagers and well wishers. Coupons of 5, 10, 25, 50 paise were also printed and issued to people who were willing to pay. He has denied that he has asked the workman not to credit the Hamali rebate to the society but to divert it to the construction of the school building.

In his cross, he has stated that the Society was authorised to purchase only the rationed commodities; he does not know whether regarding the uncontrolled articles like coconuts, cloth, tiles etc. its purchase was based on authorisation or resolution of the Society. No kirt was maintained for the receipt of funds and donations to the school fund but a list of donations was maintained. In 1969 or 1970, accounts regarding donations were given to the school committee but no receipt was obtained from the committee. He has denied the suggestion that, under his instructions, the workman has handed over to the witness the rebate amount alongwith the donations for the school fund. He cannot say in which month of 1975 he noticed that the workman had not credited the rebate amount to the society. He did not take any action soon after he noticed that the workman had not credited to the society the rebate amount because he wanted to bring the fact before the General Body. He did not raise the point in the M.C. Meeting but only in the G.B.M. There was no negative voting. He does not know whether the workman was authorised to purchase the cloth to be sold in the society's shop or whether such purchase was approved by the M.C. in the Meeting held on 18-1-1975, as per Exh. M-2. He has denied the suggestion that Exh. M-1 was obtained from the workman under coercion after the resolution of 15-2-1976. He has admitted that Ex. W-1 is in his handwriting.

11. Shri Prafula Borcar has examined the Society's Accounts books from January 1969 to March 1976 in his capacity as extension Officer of Pernem Taluka. He has confirmed his signature on the book Exh. M-2. His work was only to inspect the writing till the date of inspection. Accordingly,



he examined M-2 on 5-2-1975 and put his signature; with the signature he has covered the writing done till that date. He has also confirmed his signature regarding various other inspections held before and after 5-2-1975.

In his cross, he has stated that it is not required by law that all the resolutions passed in the meeting be signed after they are written in the minutes book. At the end, they should be signed by the Secretary or by the Chairman and the members must sign above. The Secretary has to write the minutes; the resolutions are passed by the committee. Whatever the committee has resolved in the Meeting of 18-1-1975, the Secretary has written down. He cannot say whether the resolutions passed in the said meeting are correct. When the society wants to purchase things other than those covered by the resolution, a resolution has to be passed to this effect and if it is not passed the act done can be ratified by a subsequent resolution. The practice is to write the minutes on the same day of the Meeting.

13. Shri Sripad Pai has stated that he was a Managing Committee Member in 1975 to 1976. The workman, who was the Secretary of the Society, did not account the rebate in the accounts books of the Society. The witness was present at the Meeting where the Secretary agreed to pay Rs. 25/- per month.

In his cross, he has stated that he came to know about the rebate somewhere in June-July 1975; the Chairman came to know somewhere in the beginning of 1975 or June or July 1975 and he questioned the workman who admitted having received the rebate money and at the same time gave the written exhibit M-1 that he would pay the amount in instalments of Rs. 25/- per month. When the workman gave this writing only the M.C. members were present. He has denied the suggestion that the writing Exh. M-1 was taken by the Chairman, Shri Parshenkar under threat of dismissal from service or under duress.

14. This is all the evidence led by the employer. Coming now to the evidence of the workman:

He has stated that he was working for 12 years as Secretary and was removed from 1-6-1976, without assigning any reason, during the Chairmanship of Shri Gajanan Parsenkar. The Society was receiving rebate (Hamali charges) repaid by the contractor once in 3-4 months. The rebate money was handed over to the Chairman Shri Parsenkar for the School fund, as per his instructions. This practice continued from 1969-1974. The money from donation coupons collected from the customers was also handed over to Shri Parsenkar. He was not passing receipts on each and every occasion when the money was handed over to him but the witness has collected the final receipt Exh. W-1. Regarding the purchase of cloth, he has stated that the M.C. had directed him to purchase the cloth and sell it through the Society. Before that, the Society had purchased many other commodities and sold, for which resolutions were sometimes passed and sometimes not. He has produced that copy of the letter Exh. W-2 written by the M.C. which was functioning from February 1974 to January 1975 owning the responsibility for the purchase of cloth and other things. The minutes of the meeting were written sometimes two days after the meeting and sometimes a few days before the next meeting. On 18-1-1975, there was a Meeting of the M.C. and the next Meeting was held on 19-2-1975; minutes of the Meeting of 18-1-1975 were written before 19-2-1975. This last meeting was attended by Shri Gajanan Parsenkar and there is no mention of the Meeting held on 18-1-1975. There was a General Body Meeting on 15-2-76 in which no confidence motion was moved against him. There was no discussion on this motion which was directly put to vote; 109 members were present but only 48 voted in favour of the motion. The Chairman did not ask who was voting against the motion. In the subsequent meeting of the committee the Chairman and other members told him to pay the rebate amount or otherwise they will remove him. On account of pressure on him, he gave the writing Exh. M-1. The school has nothing to do with the Society. The school building was completed in 1970-1971. It is not true that after the completion of the school building no donation was collected. He has denied the suggestion that Gajanan Parsenkar did not give him any instructions to credit the rebate amount to the school fund and that he never handed over such amount to Shri Parsenkar. It is true that, before the termination of his services, he was served with a notice dated 28-2-76 (Exh. M-8). He has further admitted that in December 1973 he had gone for training; that, in his absence, one Keni, who was substituting him, credited the rebate amount received

by him to the society and that, as per law, such amount has to be credited to the society. He has denied that the rebate amount from 63 to December 73 was used by him for his own purpose. He has admitted that Exh. M-2 is in his handwriting. He has denied that, as per the rules, the minutes of the Meeting are to be written at the time of the Meeting but admitted that, regarding G.B.M., the minutes were written on the same day. Regarding Managing Committee Meeting, the minutes were written sometimes on the same day and sometimes on the subsequent day. He does not remember whether the minutes of the Managing Committee Meeting dated 18-1-1975 were written after 5-2-1975. He has admitted that in the audit report for the period 1-7-74 to 30-6-75 there is a remark that the purchase of cloth from Shambu Sakaram Vaigunkar was illegal. This Shambu has a grocery shop and Prabhakar Vaigunkar, one of the workman's witnesses, is his brother. The other witness Sitaram Naik is his cousin. He has denied that Exh. M-1 was voluntarily written by him, without any pressure. He has denied that in the G.B.M. dated 15-2-76 discussions on No Confidence motion were held and that all the 109 members present were asked to express their opinion.

15. Sitaram Naik has stated that he was the Chairman of the Managing Committee of the Society elected in 1974. Gajanan Parsenkar was the Chairman till 1973 and then in 1975. He knows the workman who was the Secretary of the Society. After his election, he was told by the workman that the rebate amount had been handed over to Shri Parsenkar for school fund. He told the workman that he should forget about the past and in future credit the amount in the society's account. After some days, the workman was sent for training and his substitute used to credit the amount in the Society's account. He has identified his signature on Exh. W-2 and confirmed its contents saying that it is the committee members who purchased the cloth and not the workman. Such Meeting of the Managing Committee was held somewhere in January 1975. The procedure adopted for writing the minutes was to write the minutes before the next committee meeting.

In his cross, he has stated that the contents of Exh. W-2 were written by the workman, during his Chairmanship, he did not find any rebate credited by the workman; during his tenure, Mangalore tiles and cloth were purchased by the Society. He has denied that the entire stock of cloth purchased has not yet been sold. He has further denied that the procedure for recording the minutes was to record the minutes on the day the Meeting took place. He has admitted that the workman is his second cousin, but denied that he is not in good relations with Gajanan Parsenkar. He has admitted that in the Panchayat elections in 1975 he and Ganpat were in different groups.

16. The last witness of the workman is Shri Prabhakar Vaigunkar. He has stated that he was one of the committee members which, in 1974, was presided over by the preceding witness Shri Sitaram. During their tenure, resolution was passed to purchase uncontrolled items like Mangalore tiles, cloth, coconuts etc. and to sell them through the Society. The workman was expected to purchase cloth from open market and to sell it through the Society. When their period expired, some of this purchased cloth was left unsold and the next committee headed by Shri Parsenkar deliberately did not sell the said cloth and handed over the same to the Taluka Society where it was amalgamated. He has corroborated the preceding witness regarding the procedure followed for record of the minutes of the Meeting. He was present at the Meeting in which no confidence motion was moved against the workman. The Chairman moved the motion and asked the members to raise hands in favour of the motion; 48 members raised their hands; the Chairman did not ask as to who were against the motion and thereafter the motion was passed. When the motion was moved, the witness requested the leave of the President of the Meeting Suriyaji Takkur to speak on the motion but he was not allowed. No discussion took place nor the members were informed by the Chairman of the charges against the workman. When his committee was elected in 1974, the workman, before going for training, accompanied by the witness, approached the Chairman and told him that the Society was getting rebate which he used to handover to Shri Parsenkar and asked him what is to be done with the rebate that he will be receiving, to which the Chairman told him to account it in Society's fund.

In his cross, he has stated that he has a grocery shop and Shambu Sakaram Vaigunkar is his brother; The Society has purchased cloth from the shop of his brother. He does not remember when this committee took the charge and

when handed over the charge to the next committee. He has denied the suggestion that there was no resolution passed by the then M.C. authorising the purchase of uncontrolled commodities. he has further denied that he, the then Chairman and the workman conspired to purchase from his brother's shop cloth pieces which were unsaleable. He has denied that he did not seek leave to speak on the no confidence motion and that members were asked to raise their hands to register negative votes. He has stated that he is not related to the workman, although he is his friend.

17. This is all the evidence led by the workman. Let us see now whether, from the above evidence led by the parties, it is possible to arrive at the conclusion that the misconducts alleged against the workman or any of them is proved.

I shall consider first the failure to credit the rebate amount to the Society's account, using it in his own benefit.

The workman has admitted in Exh. M-1 that he has not shown in the ledger book the rebate amount deposited with him totalling Rs. 500/- to Rs. 650/- approximately and stated that he will pay the said amount at the rate of Rs. 25/- per month. This document is dated 21-2-1976 and is in the handwriting of the workman and also bears his signature. The allegation of the workman in his statement before the Tribunal that in the M.C.M. subsequent to the G.B.M. in which no confidence motion against him was passed, the Chairman and other members told him to pay the rebate amount or otherwise they will remove him and that, on account of pressure on him, he gave the written Exh. M-1 is not proved at all. On the contrary, the employer's witness Shri Sripad Pai, one of the Managing Committee members present at the meeting held on 21-2-1976, has stated that the workman was questioned by the Chairman regarding the rebate and admitted having received the rebate amount and at the same time gave the writing Exh. M-1. He has denied the suggestion that the writing was taken by the Chairman Parsenkar on the threat of dismissal of services or under duress.

18. The contention of the workman that, according to the directions of the then Chairman Shri Parsenkar, he was handing over the rebate amount for the period from 1969 to 1974 to the latter to credit it to the school fund is also not proved. Shri Parsenkar has denied such allegation and Exh. W-1 alleged by the workman to be the final receipt is no receipt at all, as it does not refer to any rebate amount. It is to be noted that there is no reference to such allegation either in the G.B.M. dated 15-2-76 wherein the No Confidence motion was passed against the workman neither in the M.C.M. on 21-2-76 wherein it was decided to give 3 months notice to the workman terminating his services. If the No Confidence motion was not discussed at all in the G.B.M. and if the members were not allowed to speak on it, as alleged by the workman and confirmed by his witness Prabhakar Vaingunkar, then the affected members ought to have recorded in the minutes of the Meeting their protest. No such protest was ever recorded and the resolution was unanimously passed. The witness Prabhakar Vaingunkar, being in friendly relations with the workman, cannot be considered as an independent witness.

19. It is to be noted that the rebate amount was credited for the 1st time by one Shri Keni on 11-3-74. This Keni was substituting the workman who had gone for training somewhere in December 1973. The credit of the rebate amount by Shri Keni must have opened the eyes of the Managing Committee members and only then they noticed that the workman had not credited such amount for the earlier period.

20. The allegation of the workman's witness Prabhakar Vaingunkar, confirmed by the witness Sitaram Naik, that, before going for training, the workman accompanied by the witness met the Chairman Shri Sitaram Naik and explained to him that the rebate amount under the direction of Shri Parsenkar was being handed over to the latter for the school fund, and that Shri Sitaram Naik told him to forget about the past and now to credit it to the Society's fund cannot be believed. First of all, Shri Sitaram Naik has admitted that the workman is his second cousin; being so, I fail to see as to why the workman, while approaching the Chairman Shri Sitaram Naik, had to go accompanied by Prabhakar Vaingunkar. Secondly, if the workman was so scrupulous regarding the society's funds, how to explain that, after his three months training was over and he resumed his duties as Secretary, he did not credit any rebate amount received after

March 1974? The first deposit made by him is on 28-7-75 i.e. more than a year after the deposit made by Shri Keni.

21. From all that is stated above, I am convinced that the workman used for his own purpose the rebate amount from 1969 till 28-3-1975 and, therefore, this first charge against him is to be considered as proved.

22. Going now to the second charge:

According to the Chairman Shri Gajanan Parsenkar, the workman forged in the minutes book of the meetings of the M.C. of the Society the minutes of the meeting purported to be held on 18-1-75, below, which 3 members of the committee have signed. In this meeting, all the illegalities and mistakes committed by the workman have been condoned and excused.

The grounds for holding that the said minutes were forged are, according to Shri Parsenkar, as follows: till 5-2-75, date on which the extension officer of the B.D.O. visited the office of the Society and endorsed this visit in the minutes book at the foot of the proceedings dated 28-12-1974, the said minutes were not there; they were written subsequently. The employer's witness Shri Prafula Borcar, who was working as extension Officer in Pernem Taluka, has stated that the practice is to write the minutes of the Meeting on the same day.

23. The workman, on his side, has stated that the minutes of the G.B.M. were written on the same day but regarding the M.C.M., notes were taken and the minutes were written subsequently but before the next meeting. This is also confirmed by the second witness of the workman.

24. Although there is no convincing evidence to show the correctness of the allegation of the workman that the minutes of M.C.M. were written before the next meeting, I should say that I have doubts in my mind regarding the genuity of the Meeting purported to be held on 18-1-1975 for the following reasons:

- i) One of the members alleged to have been present at the meeting has not signed and against the name of the other appears a thumb impression alleged to be his;
- ii) While all the resolutions passed in the said Meeting are proposed by one member and seconded by the other, only the last resolution condoning all the irregularities did not bear the name of the member who has proposed it and seconded it;
- iii) This Meeting being the last meeting of the M.C., the minutes ought to have been approved in the same Meeting of the M.C. because the next M.C. consisting of new members could not be in a position to approve the minutes of the said Meeting. However, nothing is recorded about the approval of the said minutes. It appears that the minutes were written in a hurry and with the sole purpose of condoning whatever irregularities were committed by the workman in respect of purchase of uncontrolled items without a resolution for the purpose duly passed by the M.C.. The fact that the workman was related to the then Chairman Sitaram and the said Sitaram and Ganpat Parsenkar belonged to different groups in the Panchayat elections would, in some way, support the view that there was rivalry between the two groups.

24. At any rate, since the ex-Chairman Shri Sitaram in his statement has stated that the M.C. authorised the workman to do the said purchases and since it is not positively proved that the minutes of the Meeting held on 18-1-1975 are forged, although there are doubts about their genuity, I give the workman the benefit of doubt regarding this charge.

25. Since in view of the evidence led before this Tribunal the charge against the workman for not crediting the rebate amount to the society stands proved and this misconduct is of a serious nature, the termination of service of the workman with effect from 1-6-1976 is legal and justified. This is my answer to the reference. In the circumstances of this case, I will leave each party to bear its own costs.

Dr. Renato de Noronha  
Presiding Officer,  
Industrial Tribunal.